

AGREEMENT BETWEEN  
THE CITY OF ATLANTIC CITY  
AND  
THE POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 24

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January 1, 2008 through December 31, 2012

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AGREEMENT dated the 5<sup>th</sup> day of SEPTEMBER, 2008, by and between the CITY OF ATLANTIC CITY, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "City", and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 24, hereinafter referred to as the "Association" or the "PBA".

## ARTICLE 1

### PURPOSE

THIS AGREEMENT is entered into pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13a-1, et seq., Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the City and the Employees; to prescribe the rights and duties of the City and the employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Atlantic City and its employees and the City.

## ARTICLE II

### INTERPRETATION

A. It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Department, Chapter 303 of the Laws of 1968, the Statutes of the State of New Jersey, the Ordinances of the City of Atlantic City and the Rules and Regulations of the Police Department.

B. The City recognizes the Policemen's Benevolent Association, Local No. 24, as the exclusive negotiating agent and representative for all uniformed police, detectives, and other

special police units, excluding Chief, Deputy Chief, Inspectors, Captains and all other employees employed by the City.

C. The City agrees that the Association has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

It is the right of the City through and by the Director of the Department of Police and any of its designated representatives to determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the grievance procedure. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by this Agreement.

### **ARTICLE IV**

#### **DUTIES OF OFFICERS**

The parties agree that the Officers shall exercise their duties faithfully irrespective of the fact that they are covered by this Agreement.

**ARTICLE V**  
**GRIEVANCE PROCEDURES**

**A. Definition**

A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment. The City shall not discipline any employee without just cause. In all investigations or conferences relating to discipline or the application of discipline, the employee shall have the right to Association representation.

**STEP 1**

All grievances shall be in writing as shall responses to them by the City. A grievance must be filed within thirty (30) days of its occurrence, or from when the employee should have known of its occurrence, or it shall be deemed abandoned.

The Association Grievance Committee shall receive, screen and process all grievances within ten (10) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association.

**STEP 2**

The Grievance Committee shall, within five (5) days after screening, submit grievance to the Chief of Police Department for resolutions.

**STEP 3**

In the event the parties are unable to resolve the grievance in the second step, either party may, within ten (10) days, refer the grievance to an individual selected by the Appointing Authority (the City), which individual shall be at the Department Director's level or above. The

P.B.A. reserves the right to object to the specific individual selected by the Appointing Authority if the P.B.A. believes that the individual has a real or apparent conflict of interest in the particular case.

#### STEP 4 – Arbitration

In the absence of mutual agreement, the following procedure will be used. In the event the grievance is not resolved within ten (10) days at the third step, either party may refer the matter to impartial binding arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the P.B.A. If the City and the P.B.A. cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Department by the State of New Jersey which might be pertinent and render his award in writing which shall be shared by the City and the P.B.A. Any steward or officer of this P.B.A. required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

#### B. Extensions and Modifications

Time extensions may be mutually agreed to by the City and the employees.

## **ARTICLE VI**

### **CHECK-OFF**

The City shall deduct dues and initiation fees from the wages of all personnel covered by this Agreement who have filed with the City a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the City of the fixed and standard dues and initiation fees of its members. The dues and initiation fees shall be deducted from the regular bi-weekly paycheck of the personnel covered by this Agreement and the City shall promptly forward the payment to the Association.

## **ARTICLE VII**

### **EMPLOYEE REPRESENTATION**

The P.B.A. must notify the city as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each station. Representatives of the P.B.A. who are not employees of the City, will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing P.B.A. representation matters without notifying the head of the department. The Chief may at his discretion give time off for union business to members of the Union Committee.

## **ARTICLE VIII**

### **NON-DISCRIMINATION**

The City and employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as conditions of employment. The City further agrees it will not

interfere with nor discriminate against any employees because of membership in, or legitimate activity on behalf of the Association nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representation of the City in the appropriate bargaining unit.

## **ARTICLE IX**

### **STRIKES**

The P.B.A. assures and pledges to the City that its goals and purposes are such as to condone no strikes by police officers, nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey; and the P.B.A. will not initiate such activities nor advocate or encourage members of the unit to initiate the same.

## **ARTICLE X**

### **BULLETIN BOARDS**

- A. The City shall permit the use of bulletin boards, located in the Police Headquarters, by the Local, for the posting of notices concerning the P.B.A. Local No. 24 business and activities.
- B. All such notices shall be signed by the President or other authorized official of the Local.

## **ARTICLE XI**

### **PBA STATE MEETINGS**

The Executive Delegate and President of the Association shall be granted leave from duty with full pay for all meetings of the P.B.A. State Association when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected delegate gives reasonable notice to his captain to secure another employee to work in his place.

## ARTICLE XII

### SHOE AND CLOTHING MAINTENANCE ALLOWANCE

A. Effective January 1, 2004, and each year thereafter, police officers at Step 1 of the salary guide shall receive an annual clothing maintenance allowance of eight hundred and fifty (\$850.00) dollars; police officers at Step 2 through 6 of the salary guide shall receive an annual clothing maintenance allowance of four hundred and fifty (\$450.00) dollars; police officers at Step 7 of the salary guide shall receive an annual clothing allowance of two hundred and seventy-five (\$275.00) dollars; Sergeants shall receive an annual clothing allowance of one hundred (\$100.00) dollars; and Lieutenants shall receive no clothing allowance.

2. The clothing maintenance allowance shall be paid on the last pay day in November of each year.

B. The shoe and clothing maintenance allowance shall be prorated for new recruits and Police Officers taking a leave of absence without pay.

C. Uniform inspections shall be held twice yearly on January 15, for summer uniforms, and on June 15, for winter uniforms.

1. If no replacement has been supplied for the summer uniform by May 15, or no replacement of the winter uniform by October 15, then in that event the officer shall be permitted to purchase such item and be reimbursed by the City within thirty (30) days from the day that he submits his paid receipts.

D. The parties further agree that a uniform damaged in the line of duty requiring immediate replacement shall be replaced after inspection by a Superior Officer.

E. Equipment, to include rain gear, badges, ammunition, and accident paraphernalia, shall be included with the uniform inspection and replaced in the same manner.

F. The parties further agree that personal effects (including civilian clothes) damaged in the line of duty shall be replaced by the City within thirty (30) days from the date of submission of appropriate receipts.

### **ARTICLE XIII**

#### **SPECIAL LEAVES**

A. Leave from duty with full appropriate pay shall be granted to the members of the Local's negotiation committee who attend meetings between the City and the Local for the purpose of negotiating the terms of the contract provided the employee is scheduled to duty at the time simultaneous to attendance.

B. **Funeral Leave**

An officer shall be entitled to five (5) working days of paid leave in the event of the death of a member of the officer's "immediate family." The "immediate family" shall include: wife, husband, children, parents, grandparents, sisters, brothers, brothers and sisters-in-law, mother and father-in-law, and individuals living in the officer's household even if not a relative. In the event of the death of all other relatives, the officer shall be entitled to one (1) working day of leave to attend the funeral service. Upon submission of proof, an additional two (2) working days of paid leave shall be granted for travel of more than two hundred and fifty (250) round trip miles for viewing and funeral.

### **ARTICLE XIV**

#### **ACTING OUT OF TITLE**

In the event an Officer is assigned to act out of title, the Officer shall be selected from an existing list of eligible officers for the available position.

- A. Acting out of title shall exclude sergeants assigned to radio car patrol.
- B. The parties agree, however, that if no existing list is current, then such Officer shall be selected from the rank next preceding the vacated position.
- C. Once an Officer is assigned out of title, and performs in that capacity for eight (8) days, the Officer shall be compensated at the higher rate of pay.
- D. Assignments of out of title work shall be rotated, distributing such assignments equitably among the qualified personnel on the following basis:
  - 1. A roster of those eligible for higher rank assignments shall be maintained. A daily log will be maintained, and shall be the responsibility of the personnel officer, indicating assignments or offers of assignment to higher rank positions. Each calendar quarter, it will be made available to the parties of this Agreement to ascertain whether there has been an equitable distribution of assignments. Assignments shall be made in the next calendar quarter by making more assignments to those who served or had the opportunity to serve the least number of days of the preceding quarter.
  - 2. Police offered assignments out of their rank may refuse them, but such refusal will be charged as time spent in a higher rank for purposes of determining equitable distribution of assignments.

## **ARTICLE XV**

### **LONGEVITY**

- A. Payment for longevity shall commence on the anniversary date of the employee.  
Payment shall begin the following pay period.

B. The practice governing longevity shall be as follows:

<u>Years of Service</u>	<u>Compensation per Annum In Addition to Fixed Salary Percent of Annual Salary</u>
5 Years	2%
10 Years	4%
15 Years	6%
20 Years	10%

C. The aforesaid additional salary shall be paid in installments at the same time as the basic pay.

D. For purposes of calculating the years of service for longevity under this Article, officers hired prior to March 1, 1994 shall be entitled to receive credit for the period of time the officer was employed by the City of Atlantic City in non-police employment which was full-time, year round, continuous, uninterrupted employment. Continuous for the purposes of this Agreement means employment immediately prior to the date of the officer's appointment to the Police Department. Officers hired after March 1, 1994 shall receive credit for years of service only for that period of time the officer was employed by the City of Atlantic City as a police officer. This paragraph is intended to implement a certain "Agreement Between the City of Atlantic City and P.B.A. Local No. 24 to Resolve Grievances on Calculation of Longevity Payment Under Article XV of the Contract" entered in 1993. Pursuant to that agreement, even officers hired prior to March 1, 1994, who would otherwise be entitled to credit for non-police employment who did not file the appropriate claim for such prior credit pursuant to the terms of that agreement will not be entitled to such credit notwithstanding their hiring date.

## ARTICLE XVI

### HOSPITALIZATION INSURANCE

The current practice governing hospitalization insurance shall be continued as follows:

1. All officers and employees of the A.C.P.D., including those awaiting examination certification from the New Jersey Civil Service Commission, shall be entitled to obtain a group plan of Hospitalization and Medical-Surgical Insurance for themselves and their husbands and wives and dependent children under nineteen (19) years of age, unless the dependent is enrolled in an accredited college or university, in which case coverage for said dependents shall be maintained to age twenty-three (23).
2. The complete cost of paying the premiums for the Hospitalization and Medical-Surgical Insurance shall be paid by the City of Atlantic City. Said coverage is more particularly set out in Ordinance No. 6 of 1964, as amended. Effective July 1, 1994, the health insurance coverage will provide for a mandatory second opinion.
3. The Blue Cross and Blue Shield plan will be the U.C.R. Series.
4. The complete cost of paying the premium for the U.C.R. Series shall be paid by the City of Atlantic City.

Effective January 1, 2007, the major medical deductible under the City's self-insured indemnity plan shall be increased to \$150.00 per year for individual coverage, and to \$300.00 per year for family coverage.

5. The City shall also provide the following health benefit coverage through the carrier of its choice.
  - a. Diagnostic, laboratory, and x-ray benefits, maximum of \$300.00.

- b. The Major Medical deductible shall continue to be \$100.00 for individual coverage. Effective July 1, 1994, the deductible for family coverage will increase to \$200.00 per year. The co-insurance limit shall be 80% of the next \$1,500.00.
6. Effective January 1, 2002, catastrophic health insurance coverage for the City's Police Officers shall be increased to four hundred thousand dollars (\$400,000) per event.

#### Retiree Health Benefits

Unit employees shall be provided retiree health benefits to correspond with Ordinance No. 85 that was adopted by the Council of the City of Atlantic City on August 11, 2004 and approved by the Mayor on August 13, 2004 with the following modification. Those eligible for this benefit shall be police officers who retired after January 1, 2003. Implementation and payment of the program by the City for eligible police officers shall commence on January 1, 2007.

### **ARTICLE XVII**

#### **CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT**

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the City Charter, Ordinances, and Rules and Regulations of the Police Department of the City. Any and all present benefits which are enjoyed by employees covered by this Agreement, that have not been included in the contract shall be continued.

### **ARTICLE XVIII**

#### **EDUCATION AND TRAINING INCENTIVES**

Advanced training and education achievement are considered an important factor in professional development of the Police Officer. Achievement in these areas may be considered

in the awarding of special assignments and shall be acknowledged with special salary increments based on the following scale:

Upon the completion of fifteen (15) credit hours, the officer shall receive a 2% increment on his/her base salary.

Upon the completion of thirty (30) credit hours, the officer shall receive a 3% increment on his/her base salary.

Upon the completion of forty-five (45) credit hours, the officer shall receive a 4% increment on his/her base salary.

Upon the completion of an Associate Degree or equivalent of sixty-five (65) credit hours, the officer shall receive a 6% increment on his/her base salary.

Upon the completion of one hundred (100) credit hours, the officer shall receive a 7% increment on his/her base salary.

Upon the completion of a Bachelor's Degree or one hundred thirty (130) credits, an officer shall receive a 9% increment on his/her base salary.

For the completion of any graduate degree, the officer shall receive a 10% increment of his/her pay.

For the successful completion of the training program for the K-9 Unit, a 1% increment will be paid.

The special salary increments set forth above shall be effective retroactive to January 1, 1993.

Other specialized training (i.e. seminars, special courses) can be used with college credit hours as a basis for increments. The general guidelines are as follows: total hours spent in these approved special programs will provide credit equal to hours spent in the classroom. The following rates are used:

3 College credits – 40 hours special training

3 College credits – 40 hours class time

30 College credits – 400 hours class time

Application for training or education incentives shall be made to the designated personnel officer and review and final approval shall be with the consent of the Personnel Committee.

## ARTICLE XIX

### TERMINAL LEAVE WITH PAY

A. Subject to Paragraph D of this Article, upon retirement the employee shall be entitled to terminal leave up to one and one-half (1 ½) year with full pay. The terminal leave shall be based upon accumulated sick leave. Payment for terminal leave shall continue based on a regular 40-hour week during this period.

B. Subject to Paragraph D of this Article, terminal leave options made available under this Agreement are as follows:

PLAN "A" – Employees will remain on payroll until said employee's sick leave has expired.

1. While on terminal leave, said employee shall be entitled to all benefits except paid holidays. The full clothing maintenance, as provided in this Agreement, shall be paid to any employee who has worked at least one (1) day in a year in which he goes on terminal leave, is disabled or dies.

OR

PLAN "B" – Accumulated sick leave lump sum payment. Lump sum shall be compensated at the full rate of pay in effect at the time of employee's retirement. It shall be paid upon retirement; or, at the exclusive option of the employee, over a four (4) year period beginning in the year of retirement. Employees who elect to receive the four (4) year payout shall receive their terminal leave benefit in four (4) equal payments with the last payment made on or before the fourth anniversary date of an employee's retirement.

C. Employees must provide notice before the City's budget submission date of the year in which they intend to take terminal leave, and shall also furnish proof of intention of retirement.

D. Pursuant to the Arbitration Award of Jack D. Tillem, Esquire, under PERC Docket No. IA-84-125, terminal leave shall be amended to provide for a maximum accumulated time of sixteen (16) months, for all employees hired in 1984, and a maximum of fourteen (14) months for those hired in 1985, and a maximum of twelve (12) months for those hired in 1986. Current employees hired before 1984 will not be affected by this change.

Employees hired after October 16, 2006 shall have maximum accumulation time of six (6) months.

## ARTICLE XX

### PROMOTION PROGRAM

A. 1. The City shall cause Civil Service qualifying examinations to be conducted every three (3) years for the ranks of Sergeant and Lieutenants.

2. Patrolmen taking the examination for Sergeant shall be required to have been on the Atlantic City Police Force no less than three (3) years prior to taking of the examination.

3. Personnel in the rank of Sergeant and Lieutenant shall be required to have been in their respective rank for a period of at least one (1) year prior to taking the examination for the next higher rank.

B. The City agrees to fill by promotion in accordance with Civil Service Rules and Regulations, from among the qualified employees in the contractual unit, all Officer positions excluding Chief and Deputy Chief set forth in the Table of Organization for the Department of Police for Atlantic City in effect at the time of the execution of this Agreement.

## **XXI**

### **HOLIDAYS**

Effective January 1, 2004, holiday pay shall be eliminated as a separate stipend under this contract; and the monetary equivalent of the holiday pay shall be included within the base pay for all police officers, retroactive to January 1, 2004.

## **XXII**

### **PERSONNEL COMMITTEE**

The parties hereto agree that a Personnel Committee shall be created for the purpose of reviewing the records of Policemen in order to determine:

- A. The amount of sick leave for each employee accumulated up to and including the present contract year.
- B. Whether or not an employee is eligible for an incentive pay increase as a result of any special training and/or college credits.
- C. Whether or not a particular employee is suited for special training available to the members of the Atlantic City Police Department.

The members of the Personnel Committee shall be (1) Director of Police, or designate who shall act as a chairman; (2) President of the P.B.A., or his designate; and (3) Rank and File Officer selected by the PBA Local 24 membership.

- 1. The Police Personnel Officer or designate shall be an ex-officio, non-voting member of the Committee.

## ARTICLE XXII

### OFFICERS ASSIGNED TO INVESTIGATIVE UNIT

- A. The parties hereto agree that a differential shall be established for employees assigned to the Detective Bureau, or Investigative Unit, and for bomb technicians.
- B. In order for an employee temporarily assigned to the Detective Bureau or Investigative Unit to be eligible for the differential referenced herein, he or she shall, in addition to four (4) years experience as a patrol officer, have one (1) year experience in the Investigative Unit which may be included within the four (4) years experience as patrol officer.
- C. The differential for employees eligible under this Article assigned to the Detective Bureau or Investigative Unit shall be in the amount of 3% of their base salary. The differential for employees trained as bomb technicians shall be in the amount of 1% of their base salary.
- D. All Superior Officers who work in an Investigative Unit will also receive the above-referenced 3% differential.
- E. In the event an employee returns to uniform duty he or she shall no longer receive the differential as described herein: *INVESTIGATIVE UNIT*

## ARTICLE XXIV

### WORK WEEK

At no time will the regular defined workweek consist of more than forty (40) hours per week or eight (8) hours per day. Any additional hours will be considered overtime and pay will be at the rate of time and one-half for that time, including, but not limited to, muster pay as provided in the award of the Public Employment Relations Commission, Docket No. AR-82-263 and the Agreement between the parties dated July 23, 1982, which Agreement provides that

every employee assigned to a motor vehicle patrol will be compensated time and one-half for twenty (20) minutes for each shift worked.

In no event shall an employee have a schedule changed which results in his loss of overtime unless an emergency is declared by the Director of Police in writing.

## **ARTICLE XXV**

### **CALL BACK**

In the event there is a call back to duty for an emergency, Police Officers shall receive a minimum of four (4) hours pay at the rate of time and one-half.

## **ARTICLE XXVI**

### **OVERTIME**

Overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off. Overtime shall also consist of any hours worked in excess of forty (40) hours per week or eight (8) hours per day.

A. All employees covered by this Agreement shall be paid time and one-half for overtime. The City shall give preference for overtime on a mandatory, rotating basis, with exception for vacation, days off, etc.

B. For the purpose of this Agreement, any overtime *spent* in the County Court at Mays Landing shall be paid at time and one-half hourly rate. And it shall be the continued practice to credit an employee appearing in Mays Landing with one (1) hour travel time in addition to time actually in Court.

C. There shall be paid Court time for Municipal and Juvenile Court appearance at time and one-half hourly rate. There will be a minimum of one (1) hour per day per appearance.

D. Overtime payments shall be made every two (2) weeks. They shall be paid on the payday following the previous pay period.

## **ARTICLE XXVII**

### **ADDITIONAL EMPLOYMENT**

The parties agree that all members of the Atlantic City Police Department who are employed at another job, in addition to their activities as a member of the Atlantic City Police Department, shall comply with all existing regulations thereto and execute moonlighting forms in the presence of the Personnel Officer or designee.

## **ARTICLE XXIII**

### **PERSONNEL OFFICER**

A Police Officer shall be appointed personnel officer for the police department.

## **ARTICLE XXIX**

### **SICK AND INJURED**

Sick leave shall be one hundred twenty (120) hours per year commencing January 1, 1973, which time shall be cumulative from year to year.

1. One hundred twenty (120) hours shall be credited for each year of employment, prior to the present contract year, deducting sick leave which has already been used by each member during said period of employment.

a. In no event shall an employee enter the present contract year with less than one hundred twenty (120) hours credit, or one hundred twenty (120) hours at the beginning of each contract year thereafter.

2. Police Officers hired after March 22, 1999 shall be granted one hundred (100) hours sick leave per year.

a. In no event shall an employee enter the present contract year with less than one hundred (100) hours credit, or one hundred (100) hours at the beginning of each contract year thereafter.

3. In the event an employee suffers an illness or injury in the line of duty, that is in the course of employment or as a result of his/her employment, he/she shall be compensated at full pay for a period not to exceed one year. Said employee shall be required to present to the City a doctor's certificate to the effect that the illness or injury requires extended convalescence. In such event, said employee shall not have accumulated sick time deducted.

4. In the event the illness or injury is not service connected, said employee shall have his or her injury or illness reviewed by the City for the purpose of determining the injury or illness to be major and thereby render the employee eligible for sick leave compensation in excess of either the yearly one hundred twenty (120) hours or accumulated sick leave which he or she may have exhausted, or if the City determines that the injury or illness requires convalescing. The sick leave shall not exceed one (1) year. In such event, said employee shall not have any accumulated sick time deducted.

All excuses and notifications of illness shall be submitted to the City for its determination. Ordinary and nonconsecutive sick days after fifteen (15) days in any one year shall result in a loss of pay unless the employee uses his accumulated sick time.

However, in no event shall any employee not be compensated if he is sick or injured and requires convalescing, notwithstanding the nature of the illness or injury, or whether or not the employee has exhausted his yearly or cumulative sick time.

5. In order for an employee to be eligible for the benefits described in Section 3, he shall be a policeman commencing his fourth (4<sup>th</sup>) year of employment.
6. Each year the City or Personnel Officer or designate shall make available to each member of the Police Department a current record of sick and injured days taken and the accumulated balance, if any, which record shall be made available to the members with the yearly W-2 statement.
7. In order to prevent and guarantee against the personal abuse of any employee's privilege to paid sick leave, the following administrative procedure will be strictly adhered to:
  - a. Employees calling off-duty sick will be required to notify the Desk Sergeant one (1) hour prior to his/her tour of duty stating the nature of illness.
  - b. Platoon Sergeants with the discretion of the Platoon Commander will personally visit the sick or injured employee to ascertain the validity of said employee's illness or injury and file his/her report with the Chief. In all cases, the Commanding Officer or Captain of the platoon/squad or bureau to which the employee is assigned, will be notified immediately as to the physical status of the employee with particular emphasis to any irregularities that may develop, i.e., drunkenness or simple abuse of sick leave. Accordingly, the Captain or Commander will forward to the Office of the Chief of Police any evidence necessary to substantiate such charges of sick leave abuse. If deemed appropriate, the Chief of Police will discipline employees who are in direct violation of the rules and regulations that govern personal conduct within the Atlantic City Police Department.
  - c. If the Police Surgeon or employee's family physician deems it necessary for said employee to miss employment for the remainder of that employee's work week, that physician

will be required to notify the Office of the Chief of Police with written notification as to the nature of the illness and/or injury including prognosis. Telephone calls will not be accepted.

d. Upon the third (3<sup>rd</sup>) consecutive sick day (excluding days off), the sick or injured employee will be required to furnish a certificate of illness and/or injury on the first day of return to the Office of Chief of Police.

e. If an illness continues beyond the balance of sick leave an employee has accumulated, the City may make a determination of a chronic illness or injury for purposes of granting extended leave.

f. Under paragraph 6.b., any employee found to be falsifying medical documents in his/her favor in violation of this section, or is found to be claiming an illness or injury when in reality he/she is not ill or injured when that person has not exhausted his/her sick leave, that employee shall be disciplined by the Director of Police under the guidelines as Departmental Hearing may direct.

g. The City will at its discretion undertake a review of abuse of accumulated sick time and take whatever action the City deems appropriate.

h. At all times during the course of an illness or injury to any member under this Agreement, the injured or sick employee shall keep the Office of the Chief of Police advised at least once a week as to that person's physical and/or mental status with supporting data available from that injured or sick employee's attending physician as well as the Police Surgeon.

i. As under previous agreements such as this, the Police Surgeon will likewise be informed as to any employee who calls off duty sick or injured. This encumbrance shall be borne by that employee requesting a change in status because of illness or injury.

## ARTICLE XXX

### VACATIONS

#### POLICE OFFICERS

A. The vacation schedule for employees hired on or after January 1, 1985 shall be as follows:

First twelve (12) months	-	One (1) day per month by anniversary date
Second year	-	Sixteen (16) days per year
Third year	-	Twenty (20) days per year
Fourth year	-	Twenty-five (25) days per year

B. Police Officers hired on or after January 1, 1999 shall be awarded vacation benefits pursuant to the following schedule:

First through third years of employment	-	12 days per year
Fourth year of employment	-	16 days per year
Fifth year of employment	-	20 days per year
Sixth year of employment and thereafter	-	24 days per year

C. All Police Officers except those mentioned in Section A and B, shall be entitled to two hundred (200) hours paid vacation or twenty-five (25) days of eight (8) hours, or twenty (20) ten (10) hour days.

#### SERGEANTS

D. All sergeants shall be entitled to twenty-eight (28) days of vacation working eight (8) hour days (244 hours); or twenty-two (22) days of vacation if working ten (10) hour days (220 hours).

## **LIEUTENANTS**

E. All lieutenants shall be entitled to twenty-nine (29) days of vacation if working eight (8) hour days (232 hours), or twenty-three (23) days of vacation if working ten (10) hour days (230 hours).

## **ARTICLE XXXI**

### **PERSONAL DAYS**

A. All Police Officers are entitled to two (2) personal days off, i.e., either two ten (10) hour days or two eight (8) hour days depending on assignment. All vacation, personal days and days off shall be determined by seniority, subject to the consent of the Platoon Commander, in accordance with the needs of the Department.

B. One (1) day can be converted to holiday pay if not taken before November 1<sup>st</sup> of each year. One (1) day will be carried to the following year if the chief cannot schedule the desired days off.

## **ARTICLE XXXII**

### **DENTAL PRESCRIPTION AND OPTICAL**

The City shall provide a dental plan, a prescription plan and an optical plan. The plans shall remain in effect for the duration of this contract. The Union shall have the right to draw up the specifications for such plans.

The plan shall include the following specifications:

- a. Effective on January 1, 2007, there shall be a \$15.00 co-pay for non-generic prescription drugs and \$10.00 co-pay for generic prescription drugs.
- b. One (1) pair of eyeglasses or contact lenses per twelve (12) month period. Contact lens benefit to be a maximum of \$150.00. Eye examination coverage provided every twelve months.
- c. Orthodontic benefit shall be 75%.
- d. Dental and orthodontic coverage maximum shall be \$2,000.00 for the calendar year.
- e. Dental coverage for dependents is provided to age 19, unless dependent is enrolled in an accredited college or university, in which case coverage for said dependents may be maintained to age 23.

Effective January 1, 2007, each retired officer will receive up to \$420 per year for reimbursement for dental and optical expenses including the cost of purchasing insurance for such coverage.

### **ARTICLE XXXIII**

#### **LEGAL PLAN**

Should any representing units employed by the City be awarded or shall they negotiate a prepaid legal plan, then P.B.A. Local No. 24 shall be entitled to have such as well.

## ARTICLE XXXIV

### SCHEDULE OF SALARY

A. The pay scale for Officers is as follows:

<u>STEP</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
	Base w/Holiday					
1	48,397	50,333	52,246	54,440	56,618	58,883
2	50,308	52,320	54,413	56,590	58,854	61,208
3	52,218	54,307	56,479	58,738	61,088	63,532
4	57,790	60,102	62,506	65,006	67,606	70,311
5	63,362	65,896	68,532	71,274	74,125	77,090
6	68,935	71,692	74,560	77,542	80,644	83,870
7	78,273	81,404	84,660	88,046	91,568	95,231

Police Officers who are not at maximum shall receive their respective anniversary increment in accordance with the practice of the parties. This practice includes officers moving down one step on the scale on the anniversary date of their hire, and all officers moving across to the appropriate year of the scale effective on January 1<sup>st</sup> of each year.

B. The pay scale for Sergeants is as follows:

<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Base w/Holiday					
89,173	92,740	96,450	100,308	104,320	108,493

C. The pay scale for Lieutenants is as follows:

<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Base w/Holiday					
97,304	101,196	105,244	109,454	113,832	118,385

D. Movement on this pay scale is in accordance with the practice of the parties as described in Paragraph A of this Article.

## **ARTICLE XXXV**

### **POLICE CARS**

The parties agree that all automobiles purchased or leased for the Atlantic City Police Department shall be air-conditioned and have rain-gutters.

## **ARTICLE XXXVI**

### **TRADING TIME**

Each officer will be permitted to trade up to a maximum of twelve (12) eight (8) hour shifts or ten (10) ten (10) hour shifts per year with the following provisions:

1. Trading time can only be done within the same unit that the officers are assigned.
2. Payment for trading time must be worked out with a personal agreement between the officers.
3. Trading time will only be permitted with the approval of the Commanding Officer of the unit.
4. Any exceptions to No. 1 can be made with approval of the Unit Commander.

## **ARTICLE XXXVII**

### **ACCIDENT REVIEW BOARD**

The Accident Review Board shall be constituted as the City may direct.

## **ARTICLE XXXVIII**

### **P.B.A. PRESIDENT**

The P.B.A. President will be detailed to work Monday through Friday from 9:00 a.m. to 5:00 p.m. shift.

1. He will help establish and maintain a good employer/employee relationship in the Department.
2. Office space, if available and practicable, shall be provided for use.
3. He shall sign in at the beginning of his shift and out at its end in the Chief of Police Office.
4. He shall keep the Office of the Chief of Police informed of his whereabouts during the shift and shall be available to the Chief for urgent public safety needs.
5. Arbitrator, Martin F. Scheinman, Esquire, will retain jurisdiction over any issues which may arise with respect to the implementation or continuation of this article.

## **ARTICLE XIX**

### **SAVINGS CLAUSE**

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable law or Civil Service Regulation, such determinations shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

## **ARTICLE XL**

### **PROBATION PERIOD**

A police officer will be on probation for one (1) year from the date of entry into the Atlantic City Police Department or for ninety (90) days after graduation from a certified police academy, whichever time is longer.

## **ARTICLE XLI**

### **EXPUNGEMENT**

When a police officer is charged with an offense or crime arising out of or incidental to the performance of his duties and is subsequently acquitted therefrom, the City shall provide for the expungement of said charge and its record.

## **ARTICLE XLII**

### **SHOWER FACILITIES**

The City shall provide a shower facility for the use of the female officers.

## **ARTICLE XLIII**

### **SHIFT DIFFERENTIAL**

A. Effective January 1, 2002, there shall be an annual shift differential for all employees regularly assigned the 4:00 p.m. to 12:00 am and 12:00am to 8:00 am shift as follows:

4:00 PM – 12:00 AM

\$400.00

12:00 AM – 8:00 AM

\$500.00

B. Said allowance shall be paid once per year no later than December and shall be prorated for time actually worked on those shifts. The differential does not apply to emergency and/or temporary assignment to these shifts.

## **ARTICLE XLIV**

### **FULLY BARGAINED PROVISIONS**

This Agreement shall constitute the full and final Agreement between the parties on all matters that were or could have been the subject of negotiation.

ARTICLE XLV

DURATION

This Contract shall be in full force and effect from January 1, 2008 until midnight, December 31, 2012.

The parties agree that negotiations for a successor Agreement modifying, amending or altering the terms and provisions of this Agreement shall commence the first week of September 2012. In the event no successor Agreement is completed before December 31, 2012, the present Contract will continue in force.

IN WITNESS WHEREOF, the undersigned have affixed their signature as the duly authorized legal representatives of the City and the Association on the 5<sup>th</sup> day of September, 2008.

ATTEST:

\_\_\_\_\_  
City Clerk

Signed, Sealed and Delivered  
In the presence of:  
  
\_\_\_\_\_

CITY OF ATLANTIC CITY

BY: Carol A. Fredericks

POLICEMEN'S BENEVOLENT  
ASSOCIATION LOCAL NO. 24

Darin Daniz  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The within Agreement approved as to form and execution. ~~Subject to~~ attached settlement agreement.

DATED: 5 Sep 08

BY: [Signature]

CITY SOLICITOR

STATE OF NEW JERSEY

}

SS.

COUNTY OF ATLANTIC }

I CERTIFY that on September 5, 2008, Carol Frederick

Personally came before me and acknowledged under oath, to my satisfaction, that this perso

if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his/her voluntary act and deed.

Ram L. Ramos-Hernandez  
Notary Public of New Jersey  
My Commission Expires September 14, 2012.

Karl L. New  
NOTARY PUBLIC OF NEW JERSEY

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and executed this 6<sup>th</sup> <sup>(00)</sup> day of May, 2009, by and between the City of Atlantic City (hereafter referred to as the "City"), PBA Local 24, Atlantic City Police Superiors Association ("ACPSA"), IAFF Local 198, Atlantic City White Collar Professional Association ("ACWCPA"), Government Workers Union Local 910 ("GWU Local 910"), IBEW Local Union 351, AFSCME Council 71, Local 2303 ("AFSCME Local 2303"), and AFSCME Council 71, Local 2303C ("AFSCME Local 2303C"), collectively known as the "Unions", represents the full and final agreement between the City and the Unions regarding the issue of health insurance.

1. The City and the Unions agree that the City has the right to change the City's medical and prescription insurance carrier to the New Jersey State Health Benefits Program effective July 1, 2009 for all active employees and former employees who retired pursuant to City Ordinances 61 and 85 of 2004.

2. The City and the Atlantic City White Collar Professional Association agree that all full-time bargaining unit members presently receiving health insurance benefits and working less than twenty (20) hours per week shall have their work schedules modified to twenty (20) hours per week to insure

their eligibility for coverage under the New Jersey State Health Benefits Program.

3. The City agrees that for all active and retired City employees who would not be eligible for the New Jersey State Health Benefits Program due to Medicare ineligibility, the City will pay the Medicare premium necessary to be paid so that all retired City employees will be eligible for coverage under the New Jersey State Health Benefits Program.

4. Retirees will be eligible for reimbursement for their prescription costs exceeding \$15.00 per prescription (e.g. the retiree's cost of the prescription minus \$15.00) not to exceed \$1,000.00 per retiree per year. The procedure for reimbursement shall be mutually agreed upon by the City and the Unions.

5. The City further agrees that effective January 1, 2010, all City employees, except for uniformed Police Department and uniformed Fire Department employees, will be covered under the New Jersey State Disability Plan so long as all statutory and regulatory requirements are met in order to permit the City to enter into this Plan. The Police and Fire Departments will continue with their private plan disability as currently exists.

6. The City and the Unions agree that if the City decides to leave the New Jersey State Health Benefits Program at some point in the future, the contractual language of the respective collective bargaining agreements will control the level of

benefits. However, under no circumstances will the level of benefits be reduced below the level of benefits provided under the New Jersey State Health Benefits Program (Direct 10 and Rx program).

7. The City and the Unions agree that the City shall continue the current vision plan as presently provided pursuant to the respective collective bargaining agreements.

8. The City and the Unions agree that the City shall continue the current dental plan as presently provided pursuant to the respective collective bargaining agreements.

9. The City shall continue the "opt-out" to the extent permitted under the State Health Benefits Program.

10. The City agrees to continue to meet with the Unions for the purpose of discussing the issue of early retirement. The City's agreement to meet and discuss this issue does not obligate the City in any way to reach an agreement, negotiate, mediate, or arbitrate regarding this issue.

IN WITNESS WHEREOF, the parties hereby set their hands and seals on this \_\_\_\_\_ day of May, 2009.

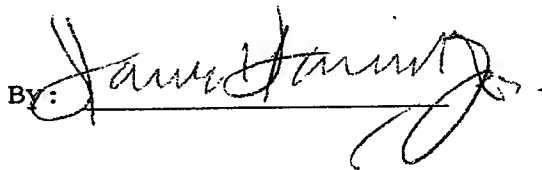
City of Atlantic City

PBA Local 24

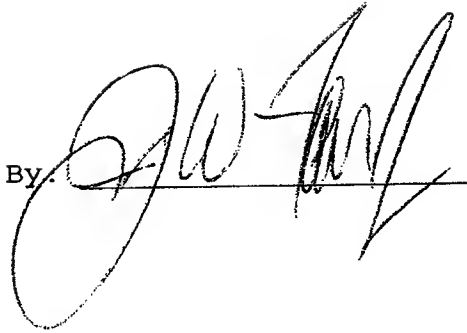
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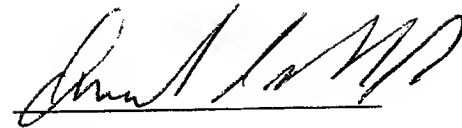
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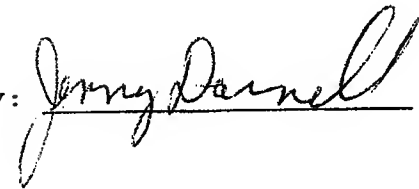
ACPSA

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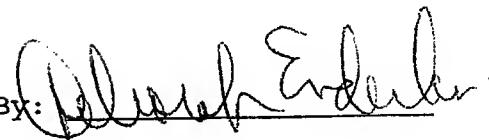
IAFF Local 198

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ACWCPA

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GWU Local 910

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IBEW Local Union 351

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ACBPBO

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AFSCME Local 2303

By: 

AFSCME Local 2303C

By: 